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State of New York Public Employment Relations Board Decisions from November 6, 1977

New York State Public Employment Relations Board

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State of New York Public Employment Relations Board Decisions from November 6, 1977

Keywords

NY, NYS, New York State, PERB, Public Employment Relations Board, board decisions, labor disputes, labor relations

Comments

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2A-11/6/77

In the Matter of

ROCHESTER CITY SCHOOL DISTRICT and
ROCHESTER TEACHERS ASSOCIATION,

Respondent,

-and-

PHYLLIS INFANTINO,

Charging Party.

BOARD DECISION AND ORDER

CASE NO. U-2421

The charge herein was filed by Phyllis Infantino. It alleges that both the Rochester City School District (District) and the Rochester Teachers Association (Association) committed improper practices in that they refused to honor her written request to terminate a previously executed dues deduction authorization. ¹ A hearing officer decided in favor of Ms. Infantino and both the District and Association have filed exceptions. The District's exceptions

1 The charge specifies that the District violated §209-a.1 (a), (b) and (c) of the Taylor Law, which provide:

"Improper employer practices. It shall be an improper practice for a public employer or its agents deliberately (a) to interfere with, restrain or coerce public employees in the exercise of their rights guaranteed in section two hundred two for the purpose of depriving them of such rights; (b) to dominate or interfere with the formation or administration of any employee organization for the purpose of depriving them of such rights; (c) to discriminate against any employee for the purpose of encouraging or discouraging membership in, or participation in the activities of, any employee organization;...."

and that the Association violated §209-a.2 (a) of the Taylor Law, which provides:

"Improper employee organization practices. It shall be an improper practice for an employee organization or its agents deliberately (a) to interfere with, restrain or coerce public employees in the exercise of the rights granted in section two hundred two, or to cause, or attempt to cause, a public employer to do so;...."

protest the hearing officer's order requiring it to refund to Ms. Infantino the amount of money withheld from her salary for dues payable to the Association, with interest thereon at the rate of three percent per annum. Its reason is that it was merely a "conduit for the checkoff of dues and forwards such payment to Respondent Rochester Teachers Association and does not retain nor does it currently have in its possession such dues." The Association's exceptions argue that the dues had been properly withheld from Ms. Infantino's salary pursuant to a valid agreement negotiated by the Association and the District. It further argues that even if the agreement was not legal, Ms. Infantino had waived any right to withdraw her dues checkoff authorization when she executed it. Finally, it argues that its refusal to permit withdrawal of dues checkoff authorization could not constitute an improper practice because it was not motivated by malice. Having reviewed the record, read the briefs of the parties, and heard oral argument, we affirm the findings of fact and conclusions of law of the hearing officer.

FACTS

The agreement between the District and the Association in effect since July 1, 1975, provides in pertinent part:

"Any teacher desiring to have the Board discontinue deductions he had previously authorized must notify the Association in writing between September 1 and September 15 of any school year and the Association shall notify the Board in writing of said revocation."

During December 1975, Ms. Infantino authorized payroll deduction of her dues which provided:

"This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1st and September 15th of any given year."

On October 5, 1976 she wrote to the Association terminating her membership and withdrawing her authorization for future deduction of dues, effective immediately. The Association replied to Ms. Infantino that her request to revoke her authorization of dues deduction would be granted effective September 1, 1977. The charge herein was brought on November 24, 1976.

DISCUSSION

The provision of the agreement permitting discontinuation of dues deductions only if requested between September 1 and September 15 of a school year is illegal. Section 93-b of the General Municipal Law provides that:

"Any such written authorization [for union dues deduction] may be withdrawn by such employee or member at any time by filing written notice of such withdrawal with the fiscal or disbursing officer." (Emphasis supplied)

We have ruled that a demand for an irrevocable dues checkoff is a prohibited subject of negotiation. Local 295, IBT and City of Amsterdam, 10 PERB ¶3007 (1977). We have also held that it is an improper practice for a public employer to refuse to honor written requests by its employees to terminate their previously executed dues deduction authorizations, Erie County, 5 PERB ¶3021 (1972). The Association relies upon an Opinion of Counsel (reported at 2 PERB ¶5002 [1969]) which states that:

"if an individual employee, by a signed instrument, withdraws his consent, his public employer must discontinue the dues deduction within a reasonable time from such withdrawal." (Emphasis supplied)

It contends that it would have acted within a reasonable time if it had discontinued the deduction of Ms. Infantino's dues on the following September 1, 1977. This is a misinterpretation of Counsel's opinion, as made clear by another opinion issued in 1975 (8 PERB ¶5003). The latter opinion specifically rejected the proposition that an agreement could restrict withdrawal of dues

checkoff authorization to one ten-day period each year. In our opinion, a public employer must honor a written request that it discontinue dues checkoff within a period that is no longer than its normal administrative procedures would require to accomplish this.

We reject the Association's contention that the payroll deduction authorization executed by Ms. Infantino constituted a waiver of her statutory right to revoke it. "A waiver is the intentional relinquishment of a known right with both knowledge of its existence and an intention to relinquish it." City of New York v. State of New York, 50 NY 2d 659, 699 (1976).² Assuming, arguendo, that the right of a public employee to withdraw an authorization for union dues checkoff is a right that can be waived, there is no evidence in the record that Ms. Infantino was aware, at the time she executed the authorization, that she had a statutory right to withdraw that authorization at any time. She cannot be held to have waived an unknown right.

The Association's argument that the charge must be dismissed because its conduct was not motivated by malice must also be rejected. Malice is not an essential element of a violation of §93-b of the General Municipal Law which rendered illegal the argument in question. Nor is it an essential element of a violation of §209-a.1(a), (b) or (c) of the Taylor Law. What these three

² We note that earlier this month the Second Department confirmed an arbitration award requiring a school district to advance to an association the dues that it did not deduct from the last paycheck of a teacher who was going on leave without pay (Matter of Levine, ___ A.D.2d ___, NYLJ October 5, 1977, p. 13, Col. 3). The checkoff authorization form had provided "that the authorization shall remain in effect and shall be continuous while the signer is employed in the school system or until withdrawn by written notice between Sept. 1 and Sept. 15 of any given year." That decision has no bearing on this case because, in the words of the Court of Appeals, "Whether the limited fifteen-day withdrawal period provided in the dues checkoff authorization is legally unenforceable (see Civil Service Law, sec. 202, General Municipal Law, sec. 93-b) need not here be decided, since the issue at bar is not whether the district or association may refuse to honor a withdrawal made at any other time. The employee in question appears never to have attempted to revoke her checkoff authorization...."

provisions state is that certain types of conduct of a public employer are improper if they are engaged in for the purpose of depriving public employees of "the right to form, join, and participate in, or to refrain from forming, joining, or participating in, any organization of his own choosing." (§202 of the Taylor Law). Clearly, the illegal refusal of a public employer to discontinue withholding Association dues from the salary of an employee is an interference with her right to refuse to join or participate in the Association and is, therefore, a violation of §209-a.1(a). The distinction between the treatment of Ms. Infantino and other employees of the District who did not execute the dues checkoff authorization constitutes a discrimination against her for the purpose of encouraging her membership in the Association in violation of §209-a.1(c) and employer support of the Association in violation of §209-a.1(b). Section 209-a.2(a) does not even require the finding of such a purpose to hold an employee organization guilty of an improper practice if its conduct has interfered with an employee's right to refrain from joining or participating in the employee organization.

The District's exceptions must also be rejected. As indicated above, its conduct was violative of §209-a.1(a), (b) and (c) of the Taylor Law. By its contract with the Association it had made the Association its agent for receiving notices of withdrawal. Accordingly, it must be deemed to have been on notice that Ms. Infantino sought to withdraw her dues checkoff authorization on October 5, 1976. Its contention that it was merely a conduit in the delivery of employees' dues to the Association is a matter between it and the Association.³

³ The agreement between the District and the Association provides, inter alia, that

"The Association agrees that it will indemnify and hold the District and the Board harmless from any and all claims, actions, demands, suits, or proceedings by any employee, or any other party, arising from deductions made by the District or Board and remittance to the Association of dues and any other fees under this section."

NOW, THEREFORE, WE FIND the District in violation of §209-a.1(a), (b) and (c) of the Taylor Law, and the Association in violation of §209-a.2(a) of such law, and that they are jointly and severally liable for the dues improperly withheld from Ms. Infantino, with interest thereon at the rate of three (3) percent per annum.

WE ORDER that the District:


1. together with the Association, refund to Ms. Infantino the amount of money withheld from her salary or wages for dues payable to the Association, with interest thereon at the rate of three (3) percent per annum, computed from the payroll date following October 5, 1976;
2. cease and desist from withholding membership dues in favor of any employee organization from any employee's salary or wages after receiving notification, in accordance with section 93-b of the General Municipal Law, to terminate the dues deduction payments of the employee in favor of such employee organization;⁴ and
3. cease and desist from negotiating, or enforcing, a provision of a collective agreement which imposes a time limitation on an employee's right to withdraw a dues deduction authorization beyond the reasonable period of time that is necessary for normal administrative procedures to accomplish this.

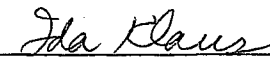
⁴ An amendment of the Taylor Law, effective September 2, 1977, permits the District and the Association to negotiate the payment of an agency shop fee which would be deducted from the salary of an employee. This amendment does not negate the remedy herein. Under the Law, an employee may choose to remain a member but to pay his dues directly rather than by a previously authorized checkoff.

WE ORDER that the Association:

1. together with the District, refund to Ms. Infantino the amount of money withheld from her salary or wages for dues payable to the Association, with interest thereon at the rate of three (3) percent per annum, computed from the payroll date following October 5, 1976;
2. cease and desist from denying or refusing to process Ms. Infantino's request for withdrawal of her dues deduction ⁵ authorization; and
3. cease and desist from negotiating, or enforcing, a provision of a collective agreement which imposes a time limitation on an employee's right to withdraw a dues deduction authorization beyond the reasonable period of time that is necessary for normal administrative procedures to accomplish this.

Dated: New York, New York
November 6, 1977


JOSEPH R. CROWLEY


IDA KLAUS

⁵ See Footnote 4, above.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

COUNTY OF ROCKLAND,

Respondent,

- and -

ROCKLAND COUNTY UNIT, CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC.,

Charging Party,

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION,

Intervenor.

:

:

:

:

:

:

:

BOARD DECISION & ORDER

CASE No. U-2435

This matter comes to us on the exceptions of the Rockland County Unit, Civil Service Employees Association, Inc. (hereinafter CSEA) from the decision of a hearing officer dismissing its charge that the County of Rockland violated §§209.a.1 (a), (b), (c) and (d) of the Taylor Law in that the County refused to negotiate with it pending final determination by PERB of issues raised by it in the representation petition filed by Service Employees International Union (SEIU).¹ Over the objections of CSEA, the hearing officer permitted SEIU to intervene in this proceeding.

¹ The representation case was finally concluded October 12, 1977 when this Board certified CSEA as the representative of employees in the negotiating unit that is involved in the instant case.

FACTS

The question concerning representation was raised by SEIU during May, 1976, when it filed a petition to decertify CSEA in the negotiating unit. At that time, CSEA and the County were in negotiations for a successor to an expired agreement. SEIU did not object to the continuation of these negotiations provided that the ensuing agreement would cover only the calendar year 1976. Negotiations proceeded but no agreement was reached and on October 19, 1976 the County Legislature imposed terms and conditions of employment for that year. On October 29, 1976, CSEA demanded negotiations for a 1977 agreement. SEIU objected unless it could participate in the negotiations. On November 15, the County advised CSEA that it would not negotiate with it exclusively and it has refused to do so since then. It is this refusal which is the basis of the charge.

DISCUSSION

The first of the CSEA objections to the action of the hearing officer is that he permitted SEIU to intervene. It argues that "S.E.I.U. has no rights or interest until such time as it may either be recognized by the respondent as the representative of the employees or certified by PERB." The hearing officer rejected this proposition, saying:

"The fact that the SEIU representation petition has been processed, however, indicates support by at least 30% of the employees in the unit represented by the charging party. Furthermore, this decision will affect substantial rights of SEIU which it must be allowed to protect."

We affirm this ruling of the hearing officer.

CSEA argues that the Taylor Law gives an absolute right to a recognized or certified employee organization to negotiate on behalf of the employees in its unit, notwithstanding the existence of a question concerning representation. In support of this, it cites Matter of CSEA, Inc. v. Helsby, 21 N.Y. 2d 541 (1968), in which the Court of Appeals determined that PERB could not order a public employer not to negotiate with a recognized employee organization because competing employee organizations were challenging the validity of the recognition. That decision is not applicable in the instant dispute because of a subsequent amendment of the Taylor Law. In explaining its decision, the court wrote (at p. 547):

"A significant difference between the State Labor Relations Law and the present statute concerns the presence in the one and absence in the other of provisions relating to unfair labor practices and cease and desist orders...Consequently, the Board has no power to issue the instant order...."

One year later, this significant difference between the State Labor Relations Law and the Taylor Law was eliminated by the Legislature when it enacted §209-a.1 of the Taylor Law. It is under that said §209-a.1 that CSEA has filed its charge herein.

CSEA contends that an agreement negotiated by it and the County under these circumstances would not hurt SEIU should it be certified in the representation proceeding because, it asserts, "§208 of the Civil Service Law recognizes that a union may be certified or recognized during the existence of an agreement with another employee organization that is no longer certified or recognized." It is thus clear, CSEA urges, "that if a new union is certified it must take over the existing agreement even though it was negotiated by another union." This restatement of §208 of the Taylor Law is not accurate. Section 208.1(a) grants to a newly certified or recognized employee organization the immediate right to negotiate for employees in the unit even though there may still be in

existence an unexpired agreement entered into with the former representative. In other words, the commencement of negotiations by the newly designated representative is not to be deferred until the existing agreement runs out. This accords with the Taylor Law's objective of avoiding a hiatus between agreements by providing for a challenge period of seven months prior to the expiration of an existing agreement. While §208.1(a) may also imply that the new representative is committed to administer the existing agreement while conducting negotiations for a successor agreement, that section provides no basis for permitting an incumbent union whose status is being properly and effectively challenged to negotiate a successor to its existing agreement on the asserted theory that, should the challenge prevail, the challenger could take over and administer that successor agreement.²

Moreover, the County argues persuasively that negotiations could not be conducted freely with the incumbent CSEA under these conditions without subjecting the County to charges of violating its neutrality in the contest between the two contending organizations. It states that, if it granted CSEA a favorable contract, it "could be accused of supporting the CSEA or undermining the challenging union. Conversely, should the County's proposals be unacceptable to CSEA, it would certainly be accused by the incumbent union of being hard, obdurate and unreasonable with the intent of disparaging CSEA for ulterior motives. In either event any such negotiations would be a fruitless and frustrating prelude to improper practice charges."

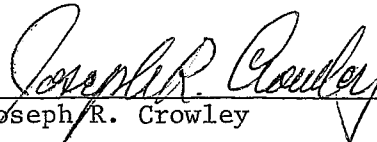
We conclude that a public employer is not compelled to, and may not, negotiate with the incumbent employee organization while a bona fide question

² We are not confronted here with the status or consequences of the existence of an agreement for a term in excess of three years.

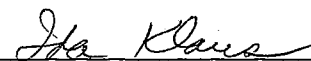
concerning representation is pending.

ACCORDINGLY, the charge herein is dismissed.

DATED: New York, New York
November 6, 1977



Joseph R. Crowley



Ida Klaus

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

\$2C-11/6/77

In the Matter of

MANHATTAN AND BRONX SURFACE TRANSIT OPERATING
AUTHORITY,

Employer-Appellant,

- and -

TRANSIT SUPERVISORS ORGANIZATION,

Petitioner-Respondent,

- and -

LOCAL 237, INTERNATIONAL BROTHERHOOD OF
TEAMSTERS,

Intervenor,

- and -

COMMUNICATION WORKERS OF AMERICA,

Intervenor,

- and -

DISTRICT COUNCIL 37, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-
CIO, LOCALS 1655, 1407 and 154,

Intervenor.

BOARD DECISION AND ORDER

CASE NO. C-1272

The matter herein was commenced by the filing of a petition by the Transit Supervisors Organization (petitioner) seeking the establishment of a unit of "all annually rated supervisory clerks, administrative and professional personnel" employed by the Manhattan and Bronx Surface Transit Operating Authority (OA) in approximately nineteen different job titles. OA, a subsidiary public benefit corporation of the New York City Transit Authority (TA) was created under §1203-a of the Public Authorities Law to operate omnibus lines acquired by the City "until the said omnibus lines shall be sold or other-

wise disposed of to private or public operation." These acquired lines have been combined with lines previously operated by TA to form a single surface transportation department. The department is divided into two groups denominated OA and TA operations, and the job duties of employees in each group are essentially the same. Moreover, the salaries and working conditions of OA and TA employees are virtually identical. OA opposed the creation of a separate unit of OA employees, contending that OA and TA were, for Taylor Law purposes, a "single employer," and that, therefore, the job titles in question should be "accreted" to the corresponding TA unit. The employee organizations representing TA units, which included fourteen of the at-issue job titles, intervened in the proceeding and supported OA's position.

Cited in the decision of the Director of Public Employment Practices and Representation is §1203-a.3(b) of the Public Authorities Law, which provides that officers and employees of OA

"...shall not become, for any purpose, employees of the city or of the transit authority and shall not acquire civil service status or become members of the New York City employees' retirement system."
(emphasis added)

The Director, therefore, rejected the unit contention of OA and the intervenors, stating:

"...Whatever applicability in the public sector there may be to the private sector concept of 'single employer', in the instant case a finding such as sought by the OA would contravene the express language of the statute which precluded the TA from being considered 'for any purpose' the employer of OA employees (citation omitted)."

This determination is challenged by OA in its exceptions. OA also contends that petitioner should be disqualified from representing clerical employees because it already represents operating employees in a different unit. In this connection it protests the exclusion of testimony that might have established a conflict of interest between clerical and operating personnel. Finally, OA

argues that if the unit determination is permitted to stand, PERB should prescribe safeguards to assure that the unit of clerical employees will not be dominated by operating employee units.

Discussion

We agree with the determination of the Director that §1203-a.3(b) of the Public Authorities Law precludes our treating the OA and the TA as a single employer or accreting the employees covered by the petition to the corresponding TA unit. The Supreme Court (Kings County), in determining that the exclusion of employees from city employment and civil service status under §1203-a was valid, wrote:

"The fact that MABSTOA [OA] and TA have the same directors or officers or that they are both accorded similar powers, responsibilities and duties by law does not of itself effect a merger of identity. I believe that the intention here was to create an independent entity with separate viability and powers delegated by law...." (citations omitted; Matter of Lorelli v. MABSTOA, 98 Misc.2d 944, 946 [1966])

In its brief, OA claims the employees of TA and OA need not be kept in distinct units because §1203-a.3(b) "...was specifically intended to do nothing more than deny civil service status to OA employees...." However, inasmuch as the statute expressly denies the acquisition of civil service status by such employees, we must assume that the Legislature, by its inclusion of the phrase "for any purpose," intended a far broader application.

We also confirm the Director's creation of a single unit of OA clerical, supervisory, administrative and professional employees¹ and reject OA's contention that petitioner should be disqualified from representing clerical employees. Nothing in the Taylor Law would authorize the disqualification of an employee organization from representing both clerical and

¹ Excluded from the unit as Confidential were the titles of Transit Management Analyst and Assistant Transit Management Analyst.

operating personnel. A demonstrated conflict of interest between the two groups would only justify the creation of distinct units. Accordingly, we reject OA's exceptions to the hearing officer's refusal to permit testimony regarding a claimed "conflict of interest" between clerical and operating employees; petitioner was not seeking to combine the two groups of employees in a single negotiating unit and, therefore, such evidence was irrelevant. We also reject OA's exception to the Director's failure to prescribe "safeguards" to ensure that the proposed unit would be free from domination by OA's operating employee units. OA's concern cannot be addressed in a representation proceeding. Should petitioner become certified, and should its conduct thereafter constitute a failure to provide fair representation, such failure could be addressed under §209-a of the Taylor Law.

ACCORDINGLY, we affirm the Director's decision and determine that there should be a negotiating unit of OA employees as follows:

INCLUDED: Accountant, Assistant Accountant
Associate Accountant, Administrative
Assistant, Senior Administrative Assistant,
Administrative Associate, Assistant Buyer,
Method Analyst, Photographer, Senior
Photographer, Supervisory Clerk, Senior
Stenographer, Supervisory Stenographer,
Supervisory Telephone Operator, Utility Aid,
Claims Examiner, Senior Claims Examiner.

EXCLUDED: All other employees.

FURTHER, IT IS ORDERED that an election by secret ballot shall be held under the Director's supervision among the employees in the unit determined above to be appropriate and who were employed by the OA on the payroll date immediately preceding the date of this decision; and


IT IS FURTHER ORDERED that the employer shall submit to the Director, as well as to petitioner and the intervenors, within seven days

Board - C-1272

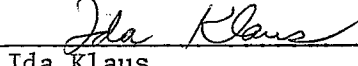
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from the receipt of this decision, an alphabetized list of all employees within the unit determined above to be appropriate who were employed on the payroll date immediately preceding the date of this decision.

DATED: November 6, 1977
Albany, New York



Joseph R. Crowley



Ida Klaus

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2D-11/6/77

In the Matter of	:	
TOWN OF PENFIELD,	:	
Employer,	:	<u>CASE NO. C-1511</u>
- and -	:	<u>BOARD DECISION</u>
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,	:	<u>AND ORDER</u>
Petitioner.	:	

On June 8, 1977, the Civil Service Employees Association, Inc. (petitioner) filed, in accordance with the Rules of Procedure of the Public Employment Relations Board, a timely petition for certification as the exclusive negotiating representative of certain employees employed by the Town of Penfield (employer).

Thereafter, the parties agreed to a negotiating unit as follows:

Included: Laborers, mechanical equipment operators, mechanics, sewage treatment plant operators, dispatchers, custodians and working foremen employed by the Employer in its Public Works Department and its Parks Department.

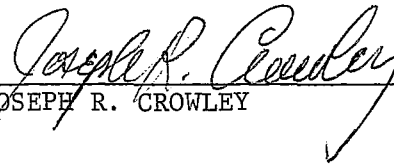
Excluded: Director of Public Works, Superintendent of Highways, Superintendent of Sewers, Superintendent of Buildings, Director of Parks and Recreation, general foremen, inspectors, office clerical employees, security personnel, students, trainees, temporary employees and all other employees of the Employer.


Pursuant to the agreement, a secret ballot election was held on September 30, 1977. The results of the election indicate that the majority of eligible voters in the agreed upon unit who cast valid ballots

do not desire to be represented for purposes of collective negotiations
by the petitioner.^{1/}

THEREFORE IT IS ORDERED that the petition should be, and hereby is,
dismissed.^{2/}

Dated: Albany, New York
November 6, 1977


JOSEPH R. CROWLEY


IDA KLAUS

-
- 1/ There were eight (8) ballots cast in favor of representation by the petitioner and twenty-seven (27) ballots against representation by the petitioner.
- 2/ On October 5, 1977, petitioner filed objections to conduct by the employer which affected the results of the election; however, on October 21, 1977, it withdrew its objections.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of :
MEXICO CENTRAL SCHOOL DISTRICT, :
Employer, : #2E-11/6/77
- and - :
CASE NO. C-1529
MIDDLE MANAGEMENT UNIT, :
Petitioner. :
:

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected;

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that the Middle Management Unit

has been designated and selected by a majority of the employees of the above-named public employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

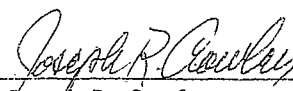
Unit: Included: High school principal, assistant high school principal, instructional specialist, middle school principal, elementary school principals and supervisor of reading.

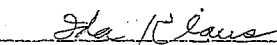
Excluded: All other employees.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with the Middle Management Unit

and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 6th day of November, 19 77.


Joseph R. Crowley


Ida Klaus

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of :
OTSEGO COUNTY SHERIFF'S DEPARTMENT AND :
COUNTY OF OF OTSEGO, :
Joint Employer, :
- and - : CASE NO. C-1550
OTSEGO COUNTY SHERIFF'S DEPARTMENT :
BENEVOLENT ASSOCIATION, INC., :
Petitioner. :

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected;

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that the Otsego County Sheriff's Department Benevolent Association, Inc.,

has been designated and selected by a majority of the employees of the above-named public employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

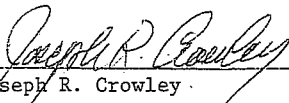
Unit: Included: Deputy Sheriff, Correction Officer, Chief Correction Officer, Matron, Deputy Radio Dispatcher and Chief Deputy.

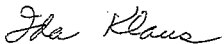
Excluded: Cook, Correction Officer-Probationer, Undersheriff, Sheriff and Civilian Radio Dispatcher.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with the Otsego County Sheriff's Department Benevolent Association, Inc.,

and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 6th day of November, 19 77.


Joseph R. Crowley


Ida Klaus

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS

In the Matter of : #2G-11/6/77
CITY SCHOOL DISTRICT OF THE CITY OF BINGHAMTON, N.Y., :
Petitioner-Employer, :
-and- :
BINGHAMTON CITY SCHOOL DISTRICT ADMINISTRATIVE- : CASE NO. C-1425
SUPERVISORY ASSOCIATION, LOCAL 23 SCHOOL :
ADMINISTRATIVE AND SUPERVISORS ORGANIZING :
COMMITTEE, AFL-CIO, :
Intervenor. :

In the Matter of :
CITY SCHOOL DISTRICT OF THE CITY OF BINGHAMTON, N.Y., :
Petitioner-Employer, :
-and- : CASE NO. C-1426
BINGHAMTON TEACHERS ASSOCIATION, :
Intervenor. :

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected;

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

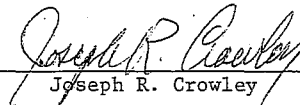
IT IS HEREBY CERTIFIED that the Binghamton City School District Administrative-Supervisory Association, Local 23 School Administrative and Supervisors Organizing Committee, AFL-CIO has been designated and selected by a majority of the employees of the above-named public employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

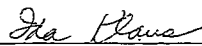
Unit: INCLUDED: All department heads, teacher consultants, administrative assistants-senior high, assistant principals-junior high, assistant principals-senior high, head nurse teacher, elementary principal, junior high principals, senior high principals, director of attendance.

EXCLUDED: All other employees.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with the Binghamton City School District Administrative-Supervisory Association, Local 23 School Administrative and Supervisors Organizing Committee, AFL-CIO and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 6th day of November, 1977.


Joseph R. Crowley


Ida Klaus

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

WILLIAM FLOYD UNION FREE SCHOOL DISTRICT,

Employer,

- and -

DISTRICT 32 UNITED TEACHERS/NYSUT,

Petitioner.

#2H-11/6/77

CASE NO. C-1499

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected;

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that DISTRICT 32 UNITED TEACHERS/NYSUT

has been designated and selected by a majority of the employees of the above-named public employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit:

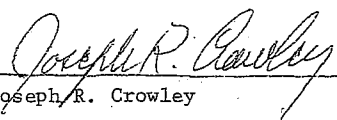
Included: All monitors, teacher aides and teacher assistants

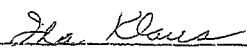
Excluded: All other employees

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with District 32 United Teachers/NYSUT

and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 6th day of November, 1977.


Joseph R. Crowley


Ida Klaus

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of :
VILLAGE OF NYACK, BOARD OF WATER :
COMMISSIONERS, : #21-11/6/77
Employer, :
- and - : CASE NO. C-1534
LOCAL 1255, I.B.E.W., AFL-CIO, :
Petitioner. :
:

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected;

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that Local 1255, I.B.E.W., AFL-CIO

has been designated and selected by a majority of the employees of the above-named public employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit:

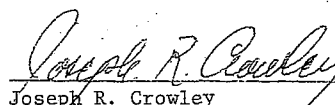
Included: All employees.

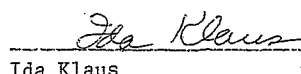
Excluded: Principal Clerk, Typist, Account Clerk-Typist, Water System Foreman, Chemist Part-time.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with Local 1255, I.B.E.W., AFL-CIO

and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 6th day of November , 19 77 .


Joseph R. Crowley


Ida Klaus

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of :
VILLAGE OF TUXEDO PARK, :
Employer, : #2J-11/6/77
- and - :
CASE NO. C-1539
INTERNATIONAL BROTHERHOOD OF ELECTRICAL :
WORKERS, LOCAL 363, AFL-CIO, :
Petitioner. :
:

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected;

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that the International Brotherhood of Electrical Workers, Local 363, AFL-CIO

has been designated and selected by a majority of the employees of the above-named public employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

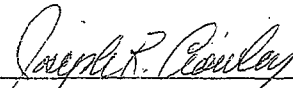
Unit: Included: All employees of the Department of Public Works.

Excluded: Superintendent of Public Works.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with the International Brotherhood of Electrical Worker, Local 363, AFL-CIO

and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 6th day of November , 1977 .



Joseph R. Crowley



Ida Klaus

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of :
TOWN OF TUXEDO, :
Employer, : #2K-11/6/77
- and - :
CASE NO. C-1540
INTERNATIONAL BROTHERHOOD OF ELECTRICAL :
WORKERS, LOCAL 363, AFL-CIO, :
Petitioner. :
:

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected;

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that the International Brotherhood of Electrical Workers, Local 363, AFL-CIO

has been designated and selected by a majority of the employees of the above-named public employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit:

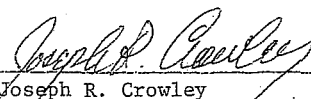
Included: All employees of the Highway Department.

Excluded: Superintendent of Highways, Foreman and Assistant Foreman.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with the International Brotherhood of Electrical Workers, Local 363, AFL-CIO

and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 6th day of November , 1977 .


Joseph R. Crowley


Ida Klaus